

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

DEED OF DEDICATION AND PROTECTIVE COVENANTS.

KNOW ALL MEN BY THESE PRESENTS: WHEREAS TIMBERCREST VENTURES '77, a joint venture, comprised of TIMBERCREST DEVELOPMENT, LTD., an Oklahoma corporation, G. THORNE STALLINGS, and REX D. FRATES, joint venturers, the owner of the following described land in Wagoner County, State of Oklahoma, to-wit:

A portion of the East Half of the Southwest Quarter of Section 7, T17N, R15E, Wagoner County, Oklahoma, of the Indian Base and Meridian according to the United States Government survey thereof, more particularly described as follows, to-wit:

Beginning at a point, said point being the Southwest corner of the East Half of the Southwest Quarter of said Section 7; thence N 89°59'20" E along the South line of said Section 7 a distance of 1318.69 feet to a point, said point being the Southeast corner of the East Half of the Southwest Quarter of said section; thence N 00°43'34" W along the East line of said East Half of the Southwest Quarter a distance of 1282.82 feet to a point; thence N 89°29'35" W a distance of 91.26 feet to a point; thence N 12°31'15" E a distance of 120.27 feet to a point; thence S 84°09'46" E a distance of 64.10 feet to a point in the East line of the East Half of the Southwest Quarter of said Section 7; thence N 00°43'34" W along the East line of said East Half of the Southwest Quarter a distance of 1252.30 feet to a point, said point being the Northeast corner of said East Half of the Southwest Quarter; thence S 89°59'33" W along the North line of said East Half of the Southwest Quarter a distance of 1319.22 feet to a point, said point being the Northwest corner of said East Half of the Southwest Quarter; thence S 00°44'16" E along the West line of said East Half of the Southwest Quarter a distance of 2646.92 feet to the POINT OF BEGINNING, said described tract containing 78.90 acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets according to the plat herewith and has caused the same to be named and designated RIVER RIDGE, and does hereby dedicate all the streets shown upon said plat to public use. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat herewith. Within these easements, no structures, plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The drainage areas and/or channels shall be maintained in their present location and no construction shall be made to interfere with the natural flow of water within these channels. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot except for those improvements for which a public utility authority or utility company is responsible.

CONDITIONS AND RESTRICTIONS

The TIMBERCREST VENTURES '77, being desirous of establishing a compatible system of development of said property, and preserving the character thereof as a residential addition, does hereby declare and establish the following restrictions, conditions and protective covenants. Same are hereby made for the use and benefit of each and every person acquiring title or interest in said property, and any person accepting conveyance thereof, either directly or remotely. All properties in this subdivision are subject to these conditions, restrictions and protective covenants, to wit:

1. These covenants, conditions and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1998, at which time the same shall be automatically extended for successive periods of twenty (20) years. It shall be possible, by vote of two-thirds (2/3) of the property owners in RIVER RIDGE to change them in whole or in part at any time changes are deemed necessary.
2. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating the same, and either prevent him or them from doing so, or to recover damages or other dues for such damage.
3. Invalidation of any one of these covenants, restrictions or conditions shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All lots in this subdivision shall be restricted to residential single-family dwellings. No lot may be subdivided to accommodate two or more separate owners and/or dwellings.
5. No buildings, nor parts thereof, except open porches and terraces shall be constructed and maintained on said lots nearer to the front property lines than the building lines shown on the accompanying plat. No buildings shall be constructed nearer than twenty five (25) feet to any interior property line, or encroach on the easement lines shown. No structures shall be placed, altered or erected or permitted to remain on any lot which exceeds two (2) stories in height.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other out-building erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No mobile home, new or used, nor any dwelling or out-building which has been previously used shall be moved into this subdivision. This specifically prohibits "moved in" buildings.
9. No single story dwelling shall be erected in this subdivision which has a living space of less than 1800 square feet. Two-story, including split-level dwellings, shall have a minimum of 1400 square feet at the lower level, and 600 square feet at the upper level, with a minimum of 2000 square feet total. Living space means exclusive of garages, carports and porches.
10. No tree over 3" in diameter may be cut unless under house pad or within 8 feet of house eaves.

11. The exterior walls of all dwellings and garages shall be of masonry construction, stone, stucco or brick only, for a minimum of 25 per cent of their exterior areas, the rest to be glass, wood siding or wood shingles.
12. All dwellings shall have attached garages suitable for accommodating a minimum of two standard size automobiles. All servant quarters, tool sheds, hobby rooms, etc., shall be attached to the house. Detached structures to be built on any lot shall conform to the basic styling of the dwelling thereon. The plans for such structures must be submitted to the Developer (or Building Committee) for approval prior to the start of construction. Carports, in addition to a two-car garage, will be permitted only if placed where they will not be between the residence and any street adjoining any property.
13. No outside storage of building materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of 30 days prior to the start of construction. Construction shall be completed in nine months.
14. No outside toilets shall be allowed on the property hereon described and all sanitary arrangements must comply with local and state health requirements.
15. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the sale or rent of said property, or signs used by the builder to advertise the property during construction and sales period, unless approved in writing by the Developer.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats, one horse and other household pets, provided that they are not kept, bred or maintained for any commercial purposes.
17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner.
18. No boats, trailers, campers, (mobile or otherwise) or like recreational equipment shall be stored on any lot unless enclosed in a garage or screened from view from any public street. No solid view obscuring privacy fence may be erected, except around patios and pool areas, and in no case closer than 25 feet to the nearest property line. No steel posts, hog or barb wire fences will be allowed. Chain link fences with steel posts and top rails not exceeding five feet in height will be allowed. Certain other types of fencing may be used with written approval of the Developer or the Building Committee.
19. No dwelling, fence or other structure shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee. The first Building Committee shall be appointed by the Developer at such time as it is determined by them that sufficient lots are sold to warrant same. Three members shall be appointed to this Committee. One member shall be appointed for one year, the second member for two years, and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years. The Committee shall consist of three members and a majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted and no action taken within 30 days of submission of same, said plans will be deemed approved. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two lots are between locations. Duplication of plans will be permitted only where there are at least four lots between such duplications. Two working sets of drawings and specifications shall be submitted, one for approval and one for file.
20. In connection with the installation of underground electric services, all lots in this Addition are subject to the following provisions, which are enforceable by Public Service and General Telephone Company, to-wit:
 - a. Overhead pole lines for the supply of electric or telephone service may be located along the South, North, West and East boundaries of this Addition. Street light poles or standards will be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for general services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in said easement-ways.
 - b. Except to houses on lots described in paragraph (a.) above, which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such houses as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
 - c. The supplier of electric service or telephone service, through its proper agents and employees, shall at all times have right of access to and upon all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
 - d. The owner of each lot shall be responsible for the protection of the underground electric or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electrical facilities. The Company will be responsible for ordinary maintenance of underground electric and telephone facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - e. The foregoing covenants concerning underground electric and telephone facilities shall be enforceable by the supplier of electrical and telephone service, and the owner of each lot agrees to be bound thereby.
21. Asphalt composition shingles exceeding 300 pound/square and other than white color will be permitted. Certain now existing and future types of synthetic or natural roofing materials may be used upon written approval of the Developer or the Building Committee. Other roofing shall be restricted to fire retardant treated cedar shingles, slate or built up roof. Tar and gravel will be permitted on contemporary style residences.

IN WITNESS WHEREOF, TIMBERCREST VENTURES '77, being the owner of the RIVER RIDGE subdivision, which is platted herewith, hereby approve the foregoing Deed of Dedication, Conditions, Restrictions and plat this 12th day of August, 1977.

TIMBERCREST VENTURES '77
By TIMBERCREST DEVELOPMENT, LTD.,
Managing Venturer

George E. Day, Jr.
GEORGE E. DAY, JR., PRESIDENT

ATTEST:

Jan Hafford
Secretary

STATE OF OKLAHOMA)
COUNTY OF WAGONER) ss.

Before me, the undersigned Notary Public within and for said County and State, on this 12 day of August, 1977, personally appeared George E. Day, Jr., to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission expires: Nov. 17, 1978

Jan Hafford
Notary Public

SURVEYOR'S CERTIFICATE

I, Albert L. Scott, the undersigned, do hereby certify that I am by profession a Registered Land Surveyor in the State of Oklahoma, and that the plat herewith of RIVER RIDGE correctly represents a survey made under my supervision on the 15 day of AUGUST, 1977.

Albert L. Scott



CERTIFICATE OF COUNTY TREASURER

I, Ruby M. Roberts, County Treasurer of Wagoner County, Oklahoma, do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described on the plat herewith and find that all ad valorem taxes have been paid to and including 1976 and Dated this 15 day of August, 1977.

Ruby M. Roberts, Treasurer
By *Shirley Brubaker, Dep.*

HEALTH DEPARTMENT APPROVAL

I, Ragen F. Hardgrave, REGISTERED PROFESSIONAL SANITARIAN of the County Health Department, Wagoner County, Oklahoma, certify that the lots shown on the plat herewith meet the requirements of the County Health Department with respect to lots which are not served by both a municipal water supply and a municipal sanitary sewerage system.

Date: 8-16-77

Ragen F. Hardgrave
REGISTERED PROFESSIONAL SANITARIAN

ACCEPTANCE OF DEDICATION BY THE COUNTY BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of the County of Wagoner, Oklahoma that the dedication shown on the plat herewith of RIVER RIDGE are hereby accepted.

Adopted by the Board of Commissioners of the County of Wagoner, Oklahoma, on this 15th day of August, 1977.

Bob Mahan
Chairman, Board of Commissioners